

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 41 PAGES		
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 03/14/2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) Enviro Remediation Svcs	
6. ISSUED BY		CODE DACA45		7. ADMINISTERED BY (If other than Item 6)		CODE	
U.S. Army Corps of Engineers - Omaha District Old Federal Building - 3rd Floor (CENWO-CT-H) 106 S 15th Street Omaha, NE 68102-1618				SEE ITEM 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACA45-01-R-0018 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 02/14/2002 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACTS/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Offeror shall replace the following Pages/Sections (note the changes are in Green and Marked along the Right Side of the Paragraph)

- 1) Replace Section B Pages 3 and 4 of 6 (Table 1) with the attached Section B Pages 3 and 4 of 6 (Table 1) - Removed Hydrogeologist and recalculated the total hours for Base Period.
- 2) Replace Section M with the attached Revised Section M - Note change in Volume I, Section III, Tab 3.
- 3) Replace Section L with the attached Revised Section L - Note changes in Paragraph 2.2. - Page Limits and accordingly Table 1 - Proposal Format, and change in Volume I, Section III, Tab 3.

All previous Questions and Answers are specifically excluded from this solicitation and are for informational purposes only. Any answers to the questions raised that are not specifically addressed in any amendment, do not change the solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Table 1 – Base Period – Firm Fixed Price Task Orders Only

(Total Base Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													240	
Project Manager													7201	
Site Superintendent/On-Site Supervisor													4250	
Scientist I													2400	
Scientist II													10200	
Scientist III													2350	
Engineer I													2400	
Engineer II													9601	
Engineer III													1200	
Laborer													3600	
Procurement Manager													480	
Engineer Technician													3600	
Certified Industrial Hygienist (CIH)													720	
Site Safety And Health Officer (SSHO)													720	
Regulatory Specialist													288	
Biologist													1200	
Contractor Quality Control Supervisor (QCS)													960	
Certified Health Physicist (CHP)													480	
Risk Assessor													480	

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Hazardous Waste Specialist													384	
Senior UXO Supervisor (SUXOS)													480	
UXO Technician III													240	
UXO Technician II													1200	
UXO Technician I													240	
UXO Sweep Personnel													720	
UXO Quality Control Specialist (UXOQCS)													240	
UXO Safety Officer (UXOSO)													240	
Senior Contracts Manager													960	
Cost Control Engineer													240	
Specification Editor/Writer													336	
CADD/GIS Specialist													1200	
Draftsperson													2160	
Word Processor													9601	
Data Processor													1920	
Clerical													7201	
TOTAL FOR BASE PERIOD													79732	

* The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

Revised Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point

of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-16 – Facilities Capital Cost of Money (Oct 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of one (1) Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract resulting from this solicitation will include both the cost reimbursable and firm fixed price features.

(End of Provision)

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

52.232-13 – Notice of Progress Payments (Apr 1984)

52.233-2 – Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
CENWO-CT-H (Hadley)
106 South 15th Street, Old Federal Building – 3rd Floor
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-10 – Identification of Uncompensated Overtime (Oct 1997)

52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://farsite.hill.af.mil>

(End of Provision)

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs.nwo.usace.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Michael Duffy

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-H (Michael Duffy)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-3708 Fax: (402) 221-4199

E-mail: Michael.R.Duffy@usace.army.mil

Technical:

Steve Ott

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HC (Steve Ott)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7670 Fax: (402) 221-7796

E-mail: Steven.L.Ott@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

1.3. Method Of Procurement -

1.3.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure under Full and Open Competition procedures in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract may be awarded for a Indefinite Delivery/Indefinite Quantity Type Contract with both Firm-Fixed Price and Cost-Reimbursable Fixed-Fee Features for sites located anywhere within the USACE Northwestern Division boundaries and existing Omaha District customer locations to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best

value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.3.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.3.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.3.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, if one is determined to be necessary, upon completion of the evaluation, and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.4. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Michael Duffy, Contract Specialist, at (402) 221-3708 or (402) 221-4100 prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

As stated on Standard Form SF 1442: Proposals will be received until 1530 hours (3:30 p.m.) Central Time on 02 April 2002 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-H (Duffy)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-01-R-0018, DO NOT OPEN.**

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

2.2. Page Limitation -

The number of pages per section shown in Table 1 may be varied by the offeror to suit its needs for certain identified sections, however, the total number of pages for the proposal submitted may not exceed **one hundred twenty five (125) pages**. In addition, large business is allowed up to **ten (10) additional pages for a total of one hundred thirty five (135) pages** for the additional requirement that large business submit small business utilization information as required in this Section L. These are the maximum limits for each proposal, depending on the size of the business. **The pages designated for small business utilization information may only be used for that Volume I, Section IV and excess pages cannot be used to present other information.** The specific information as listed in the note below will be excluded from the total number of pages.

NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, List of MDLs/LRLs, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; and all of Volume II.

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. **A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.**

NOTE: Large businesses having proposals that exceed one hundred thirty five (135) pages, or small businesses having proposals that exceed one hundred twenty five (125) pages, will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

2.3. Format -

The offeror shall submit **one (1) original** and **seven (7) copies** of their proposal in the format shown below:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I, Section I: Previous Experience, Personnel, and Organization	55/55	1	7
TAB 1/Summary of Previous Experience - HTRW & OE Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/ Organizational Structure of the Proposed Team			
Volume I, Section II – Past Performance	25/25	1	7
Tab 1/Past Performance Project Narrative with Points of Contact			
Tab 2/Past Performance with Regulators Including Points of Contact			
Volume I, Section III – Corporate Technical Plans, Practices, and Procedures	45/45	1	7
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices			
Tab 2/Laboratory Plan			
Tab 3/Safety and Health Program			
Volume I, Section IV – Utilization Of Small Business Concerns (To be completed by Large Business only). Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.	10/0 (This section does not apply to small business)	1	7
Tab 1/Small Business Subcontracting Past Performance			
Tab 2/Proposed Subcontracting Opportunities			
Maximum Number of Pages Evaluated for Volume I	135/125 pages	1	7
Volume II, Section I - Contractor Information & Certifications	NC	1	7
Tab 1/SF 33, Solicitation, Offer, and Award (Section A)			
Tab 2/Representations and Certifications (Section K)			
Tab 3/Audit Information			

Volume II, Section II – Cost Information and Assumptions	NC	1	7
Tab 1/Assumptions			
Tab 2/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information			
Tab 3/Cost Proposal			
Maximum Number of Pages Evaluated for Volume II	NC	1	7

***NC – not counted in total page limitation.**

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Personnel, and Organization

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – HTRW & OE Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Paragraphs 1 and 2 of Section C of this solicitation. "Project" is defined as a stand-alone contract or a task order under a specific ID/IQ contract. The projects must have been **completed** within the last three (3) years. "Completed" projects are defined as stand-alone contracts or task orders under an ID/IQ contract that are physically complete and have been accepted by the customer. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner. The offeror should present projects which demonstrate its experience in project management and execution of Hazardous, Toxic, and Radioactive Waste (HTRW) and Ordnance Explosive (OE) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the possible activities for this project as listed in Paragraphs 1 and 2 of Section C of this solicitation.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract

3.1.2.1. Key Management Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror shall provide a resume for the

following six (6) key individuals. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW and OE sites. The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Contractor shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager shall have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW and OE sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **Contractor Quality Control Supervisor** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained within their organization to be responsible for overall management of Contractor Quality Control (CQC) and have the authority to act in all CQC matters. The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The minimum qualifications of the QCS shall include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

(3) **Certified Industrial Hygienist** - The Contractor shall designate and utilize one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of HTRW and OE work under this Contract. The minimum qualifications of the CIH shall include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in HTRW and OE site activities.

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

(4) **Senior UXO Supervisor** - The offeror shall designate three individuals to be their Senior UXO Supervisors. These individuals will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD. These individuals will have at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience, and will include experience in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statutes and codes; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material).

(5) **UXO Quality Control Supervisor** - The offeror shall designate three individuals to be their UXO Quality Control Supervisors. These individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have documented Quality Control Training. These individuals must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. These individuals must have the specific training, knowledge, and experience necessary to implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements.

(6) **Senior Contracts Manager** - The Contractor shall designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts Manager shall have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

3.1.2.2. Other Key Personnel – The offeror shall provide the resumes of all other key personnel, which it expects will execute a substantial portion of the work that may be awarded under this contract. Specifically, the offeror shall provide a resume(s) for the following six (6) key positions. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer. If further key personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager will have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in HTRW. For Task Orders predominately OE, the Project Manager is required to have a minimum of three (3) years Project Management experience in OE.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **UXO Safety Officer** – The offeror will designate three individuals for this position. The individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have the specific training, knowledge, and experience necessary to implement the SSHP and verify compliance with applicable safety and health requirements. These individuals must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The UXOSO must have the ability to implement the approved explosives and UXO safety program in compliance with all DOD, federal, state, and local statutes and codes; analyze UXO and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for UXO and explosives operations; enforce personnel limits and safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with UXO and explosives safety codes; and operate and maintain air monitoring equipment required on-site for airborne contaminate(s). The UXO Safety Officer will have the authority to shut down site operation that violates Health and Safety until corrected.

(3) **Regulatory Specialist** - For all Task Orders, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan (SAP), Work Management Plan (WMP), and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist shall have, as a minimum, the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The minimum qualifications of the SSHO will include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

Working knowledge of applicable federal, state, and local occupational safety and health laws, regulations, and guidance.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor** - The Contractor shall designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor shall have, as a minimum:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field shall have three (3) years of experience performing risk assessments at HTRW and/or OE sites, or a MS in the appropriate field shall have five (5) years of experience performing risk assessments at HTRW and/or OE sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

(6) **UXO Technician III** - The offeror shall provide a minimum of three (3) and a maximum of five (5) resumes for the UXO Technician III personnel that will be assigned to this contract. These individuals shall be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U. S. Naval EOD School, Indian Head, MD. This individual will have at least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel, UXO Technicians I and II.

The UXO Technician III is required to perform the following functions: Supervising and performing on-site disposal of OE; preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations.

Note: Resumes of other personnel (i.e., UXO Personnel, Hydrogeologist, Chemist, Engineers, Project Geophysicist, Field Staff, etc.) may be required as part of task order proposals to verify that they meet the qualifications of the solicitation specified in Section C.

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

3.1.3.1. The organizational structure of the offeror's proposed team (all subcontractors shall be included in this organizational structure, including the analytical laboratories) for this project shall be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses.

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.2.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Michael R. Duffy at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Michael.R.Duffy@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-01-R-0018, DO NOT**

OPEN.” The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages will not be counted as part of the contractor’s proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide points of contact to Government so that the information provided can be independently verified. Regulatory POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror

shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

3.3. Volume I, Section III – Corporate Technical Programs, Practices, and Plans

3.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.3.2. Volume I, Section III, Tab 2 – Laboratory Plan

The offeror shall provide a narrative of its relationship/contractual agreements with proposed laboratories (must provide a primary laboratory and at least one alternate laboratory that the offeror intends to use). The offeror shall provide each laboratory's name and address. The offeror shall also include the types of analyses each laboratory can perform with the Method Detection Limits (MDLs) and the Laboratory Reporting Limits (LRLs), the sample capacity available, a list of certifications, which shall include validation that the laboratory is certified (USACE, National Environmental Laboratory Accreditation Program (NELAP), or State certified) and the offeror shall provide a narrative describing the laboratory's QA/QC Program. The offeror shall describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror shall also describe the laboratory data package and ability to produce a data package in an electronic format. **NOTE: The MDL and LRL lists will not be included in the total page count.**

3.3.3. Volume I, Section III, Tab 3 – Safety and Health Program

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an HTRW site. For the OE element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in Data Item Description OE-060 and in the Department of Defense Explosives Safety Board (DDESB) "Guidance for Clearance Plans Memorandum". DID OE-060 can be found at the following web address <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>. The Guidance for Clearance Plans Memorandum can be found at the following web address <http://www.dac.army.mil/es/documents/esslist.pdf>. The offeror may provide a previous site-specific Explosives Safety Submission (ESS) or a generalized non-site-specific ESS. The offeror shall provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and a Table of Contents of the required written Safety and Health Program. The offeror shall also certify that the Health and Safety supervision is performed by a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the HTRW and/or OE field). The offeror shall also provide a list of OSHA

violations and reported accidents in the past five (5) years, or so state that there were none.

3.4. Volume I, Section IV - Utilization of Small Business Concerns

(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)

3.4.1. Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience-HTRW Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least three (3) recent (within the last 3 years) contracts and no more than eight (8) recent (within the last 3 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

3.4.2. Volume I, Section IV, Tab 2 - Proposed Subcontracting Opportunities

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.4.2.1. Small Business Subcontracting Plan

If the firm proposing on this solicitation is a large business concern in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), upon selection the firm must submit a subcontracting plan which must be approved by the Contracting Officer prior to contract award in accordance with FAR Clause 52.219-9, "SMALL BUSINESS SUBCONTRACTING PLAN," (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, and HUBZone business participation are as follows:

• Small business -	61.4%
• Small Disadvantaged Business -	9.1%
• Woman-Owned Small Business -	5.0%
• HUBZone Business -	2.5%
• Service-Disabled Veteran-Owned Small Business	3.0%
• Historically Black Colleges/Minority Institutions	10.0%*
*Non-Construction Only	

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.5. Volume II, Section I - Contractor Information And Certifications

This solicitation provides the offeror a sample project in Section J of this solicitation upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract. The Government will determine whether the costs are realistic for the work to be performed, whether the offeror's understands the requirements, and whether the costs are consistent with the technical approach described in the sample project in Section J of this solicitation.

3.5.1. Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

3.5.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

3.5.3. Volume II, Section I, Tab 3 – Audit Information

The offeror shall provide the current (within the last year) audit report/ findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an

offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.

The offeror shall submit for themselves and for each proposed cost-reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

3.6. Volume II, Section II – Cost Information and Assumptions

3.6.1. Volume II, Section II, Tab 1 – Assumptions

The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

3.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

3.6.2.1. The offeror shall fill out in its entirety Section B. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued in either the Base Period or the Option Period, if exercised.

3.6.2.2. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. [If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter here in Volume II, Section II, Tab 2.](#) If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:

Indirect Salaries	\$ 100,000
Home Office Salaries	\$ 85,000
Payroll Taxes	\$ 9,500
Insurance	\$ 14,500
Lease	\$ 35,000
Utilities	\$ 14,000
Repairs & Maintenance	\$ 6,500
Interest Expense	-0- *
Advertising	-0- *
Office Supplies	\$ 1,500
Personal Property Taxes	\$ 2,200
Contributions	-0- *
Depreciation Office Equipment	\$ 8,500
Legal Fees	\$ 3,500
Bad Debts	-0- *
State Income Taxes	\$ 7,500
 Total G & A Expense	 \$ 287,700
 Total Direct Labor	 \$3,000,000
Add Labor Burden @ 35%	\$1,050,000
Other Direct Costs	\$3,000,000
 Total	 \$7,050,000
 Percentage Computation	
 G & A Expenses	 \$ 287,700
	----- = 4.08%
Base	\$7,050,000

* Examples of unallowable costs in accordance with FAR Part 31. All costs unallowable by FAR Part 31 should be removed from overhead pools before computation of the submitted rate.

The following definitions are provided to assist with this objective.

<u>DEFINITIONS:</u>	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Field Labor (OT) -	Labor used during a normal 40-hour week. Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment -	Rental Equipment used on the job site.

FOGM -	Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory -	Disposable supplies
PPE -	Personnel Protective Equipment
Expendables -	Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

3.6.3. Volume II, Section II, Tab 3 – Cost Proposal

3.6.3.1. The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

The offeror shall include all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project in Section J is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All quotations and documentation will be noted in the proposal. Indirect cost categories such as prime contractor's home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

3.6.3.2. The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

3.6.3.3. Certificates. Offerors shall provide both a Lobbying Certificate and Certificate of Current Cost and Pricing Data with their proposal dated the same date as the SF33 in Volume II, Section I, Tab 1. A sample of each is provided in Section J.

(End of Section L)

Revised Section M – Evaluation Factors For Award

52.217-5 – Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

1. SOURCE SELECTION EVALUATION BOARD (SSEB) –

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis and an overall ranking for each proposal will be established.

2. SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) Indefinite Delivery/Indefinite Quantity contract to the responsible offeror whose proposal is determined to be the "best value" to the Government, price and other factors considered on a full and open competition basis. Should the Government determine that the award of a contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Identified weaknesses will form the basis for discussions, if necessary. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will form the basis for source selection.

3. Source Selection Process -

3.1. SSEB Evaluation - The SSEB will evaluate all conforming proposals received. Notations of weak or unacceptable areas as well as any defects or strong features contained within the proposal will be utilized for development of subjects for discussion and debriefings shall be annotated in the comment sections of the Proposal Evaluation Worksheet. If during evaluation of those proposals by the SSEB, an offer is determined to have a critical defect, that defect will be brought to the immediate attention of the Chairperson. The Chairperson, in conjunction with advice from Office of Counsel and Contracting, will confirm the presence of the critical defect. Any proposal being evaluated, determined to have a critical defect will not be evaluated further. The offer having the critical defect will be forwarded to the SSA and Contracting Officer for review and a determination of elimination from further evaluation and consideration as appropriate.

If determined by the SSA and the Contracting Officer, with the advice of Office of Counsel and contracting advisors, that the offer has a critical defect, the offer will be rejected and the offeror notified

of their proposal having a critical defect as soon as practicable. That offeror will then be eliminated from the selection process. ***A "Critical Defect" is defined as a defect that cannot be remedied without a revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each item in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Ratings of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost will be subjectively evaluated using "trade-off" techniques. The subjective evaluation will consist of cost analysis performed for the purpose of determining the reasonableness, realism of the price information, affordability and allowability and to assist the Government in determining if the offeror has a clear understanding of the work requirements.

3.2. SSA Evaluation - The SSA will take the information provided for each offeror, review the SSEB process and ratings and in conjunction with the Contracting Officer, make a determination of Competitive Range if determined to be necessary. A "Competitive Range" is a subjective determination of that range of ratings and cost information which has the best potential for being selected for award and offers best value to the Government. The SSEB will attempt to include in the Competitive Range only those offeror's which have the best chance of being considered for award.

4. Evaluation Criteria -

As established in Sections L and M of the solicitation, the following criteria will form the basis of proposal evaluation. The criteria is listed in descending order of importance:

VOLUME I – EVALUATION CRITERIA	
<u>Volume I, Section I: Previous Experience, Personnel, and Organization</u>	
<ul style="list-style-type: none">• Tab 1/Previous Experience – HTRW & OE Projects• Tab 2/Resumes of Key Personnel for this Contract• Tab 3/Organizational Structure of the Proposed Team	
<u>Volume I, Section II: Past Performance</u>	
<ul style="list-style-type: none">• Tab 1/Past Performance Project Narrative With Points of Contact• Tab 2/Past Performance with Regulators Including Points of Contact	

Volume I, Section III: Corporate Technical Programs, Practices, and Plans

- Tab 1/Quality Control/Quality Assurance Program & Corporate Business Practices
- Tab 2/Laboratory Plan
- Tab 3/Safety and Health Program

**Volume I, Section IV: Utilization of Small Business Concerns
(To Be Completed By Large Business Only)**

- Tab 1/Small Business Subcontracting Past Performance
- Tab 2/Proposed Subcontracting Opportunities
-

Note: The Maximum Number of Pages for Section IV:

- Large Business – 10 Pages
- Small Business – 0 Pages (Small Business is not required to submit information for this section)

NOTE: The Offeror/Large Business shall not utilize unused pages from this section to supplement other technical sections. If they choose to submit excess pages, the excess pages will not be evaluated by the SSEB.

VOLUME II – EVALUATION CRITERIA**Volume II, Section I: Contractor Information & Certifications**

- Tab 1/SF 33, Solicitation, Offer, and Award (Section A)
- Tab 2/Representations and Certifications (Section K)
- Tab 3/Audit Information

Volume II, Section II: Cost Information and Assumptions

- Tab 1/Assumptions
- Tab 2/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information
- Tab 3/Cost Proposal

4.1. Technical merit shall be evaluated for each major factor and sub factor contained in Volume I, except for the Past Performance evaluations as found in Volume I, Section II and Volume I, Section IV, Tab 1, Small Business Subcontracting Past Performance. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

(i) Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(ii) Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iii) Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Past Performance Risk Ratings shall be done for each major factor and sub factor contained in Past Performance Volume I, Section II and Volume I, Section IV, Tab 1, Small Business Subcontracting Plan Past Performance. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's demonstrated performance on recent contracts. Offerors that have no relevant performance record will be given a neutral rating for these factors. The rating criteria are as follows:

(i) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any required effort.

(ii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any required effort.

(iii) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any required effort.

(iv) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any required effort.

(v) Very High Risk: Offeror's past performance record provides extreme doubt that the offeror will successfully perform any required effort.

(vi) Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

4.3. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

4.4. Overall, evaluators shall assess the proposal's acceptability to the requirements of the RFP. If a technical factor/sub factor is not addressed, it shall be rated as unsatisfactory. If a past performance factor/sub factor is not addressed, it shall be rated as unknown risk. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.

4.5. All members will be required to evaluate all proposals. The findings of any individual so appointed will be presented to the entire SSEB. Individual evaluations will then be discussed among the voting membership of the SSEB in order to reach consensus. The proposals will then be ranked in order from highest to lowest based on evaluations and weight for each factor. An average rating shall not be used.

4.6. Voting members shall also make notations supporting excellent, good, satisfactory, marginal, or unsatisfactory ratings for factors and sub factors of the proposals and notations supporting past performance risk ratings. The comments shall be used for substantiation of their consensus evaluation, the development of subjects for clarifications, communications, exchanges, and discussions with offerors determined to be in competitive range, and in the debriefing of unsuccessful offerors, if required. The SSEB may attach additional comment sheets to the evaluation sheets, if necessary.

4.7. SSEB members shall note that FAR 15.305 requires that an agency evaluate competitive proposals solely on the factors specified in the solicitation. SSEB members shall not speculate about an offeror's intent, but shall base their evaluation on the information supplied and clarification received, if required.

5. Sub Factor Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section M of the Source Selection Plan.

5.1. Volume I, Section I – Previous Experience, Personnel, and Organization

5.1.1. Volume I, Section I, Tab 1 – Summary of Previous Experience – HTRW Projects

The contractor's previous experience will be examined for breadth and depth. The Government places value on demonstrated remedial action field activities experience, engineering support services experience, ordnance and explosive investigation and removal experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology successfully. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the firm served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which have regulatory interface, stakeholder interface, and performance-based milestones. Finally, the Government places a higher value on projects, which were completed on time, within budget, and meets the project objectives.

5.1.2. Volume I, Section I, Tab 2 - Resumes of Key Personnel for This Contract

The Government will evaluate this portion of the proposal based on the requirements set forth in the as specified in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, and qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

5.1.3. Volume I, Section I, Tab 3 - Organizational Structure of the Proposed Team

The Government places a higher value on an organizational structure, which has demonstrated efficiency in day-to-day operations by exceeding contract milestone schedules, quicker resolution of problems, clear roles and responsibilities, and excellent communication networks, etc. The Government places a higher value on successful organizational relationships,

which have been used on other projects. The Government places a higher value on successful organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors and laboratory(ies).

5.2. Volume I, Section II - Past Performance

5.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points of Contact

The Government will focus on areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, history of reasonable and cooperative behavior with regulators and other stakeholders, and commitment to customer satisfaction. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral rating.

5.2.2. Volume I, Section II, Tab 2 – Past Performance with Regulators Including Points of Contact

The Government places a higher value on a demonstrated ability to successfully work with state and federal regulators. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with experience with expediting regulatory closure at the project sites. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral rating.

5.3. Volume I, Section III: Corporate Technical Programs, Practices, and Plans

5.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program & Corporate Business Practices

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs. The Government places a higher value on construction and operational demonstrated approaches that resulted in demonstrated increases in the quality of the outputs. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place.

5.3.2. Volume I, Section III, Tab 2 – Laboratory Plan

The Government requires laboratory plans that use USACE, National Environmental Laboratory Accreditation Program (NELAP), or State certified laboratories. The Government places a higher value on laboratories that are USACE and/or NELAP certified. The Government places a higher value on plans that describe the procedures that will be utilized for real-time corrective actions during the sample receipt and analysis process. The Government places a higher value on plans that describe the QA/QC procedures that will be used for chemical sampling, handling, shipping, and testing. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with proposed laboratories. The government places a higher value on plans in which the laboratories proposed exceeds the requirements and standards for identification of hazardous/OE materials concentrations from samples furnished. The Government places a higher value on plans that describe the laboratory data package and the ability to produce the data package in an electronic format.

5.3.3. Volume I, Section III, Tab 3 – Safety and Health Program

The Government places a higher value on innovative practices or programs, which demonstrate a reduction in Health and Safety accidents. The Government places a higher value on no accidents or near misses within the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract. The Government also places a higher value on a Safety and Health Program, which includes Ordnance and Explosive material identification, handling and disposal. **The Government places a higher value on an ESS that has provided all relevant information as directed in documents DID OE-060 and DDESB Guidance for Clearance Plans. The Government also places a higher value on the quality of the content in the ESS.**

5.4. Volume I, Section IV – Utilization of Small Business Concerns (Only Large Business will be evaluated on this Section – Small Business Receives Highest Rating)

5.4.1. Volume I, Section IV, Tab 1 – Small Business Subcontracting Past Performance

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous contracts. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, the offeror will be given a neutral rating.

5.4.2. Volume I Section IV, Tab 2 – Proposed Subcontracting Opportunities

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section L of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB). The Government will not award a contract without an approved subcontracting plan.

5.5. Volume II, Section I – Contractor Information and Certification

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used,

where appropriate, for the purpose of determining the reasonableness, affordability, acceptability, allowability, realism, and best value of the proposals. It will assist in assuring that offerors have a clear understanding of the work requirements.

**5.5.1. Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award
(Section A)**

This tab will not be evaluated. The SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

**5.5.2. Volume II, Section I, Tab 2 - Representations and Certifications
(Section K)**

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation. This tab will be looked at for completeness.

5.5.3. Volume II, Section I, Tab 3 – Audit Information

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate for cost-reimbursable type contracts. The Government will accept the recent (within 1 year) Defense Contract Audit Agency's (DCAA's) or other cognizant audit agency's evaluation furnished in the proposal.

5.6. Volume II, Section II – Cost Information

5.6.1. Volume II, Section II, Tab 1 – Assumptions

The Government will evaluate these assumptions subjectively for their reasonableness and validity for the sample project proposed.

**5.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices
(Section B) & Cost Pool Information**

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government. The offeror shall provide its most recent (within one year) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs.

5.6.3. Volume II, Section II, Tab 3 – Cost Proposal

The cost proposal will be subjectively evaluated to determine its reasonableness for the scope of work specified in the sample project and assumptions made by the offeror. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

6. Importance of Volumes

The evaluation process uses adjectival scoring for each volume except for Volume II containing the cost information of the proposals. The cost and pricing information found in Volume II will be

subjectively evaluated. **The total value of Volume I is significantly greater than total value of Volume II. Note: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

7. Proposal Revisions

At the conclusion of discussions, if required, each offeror still in the competitive range shall be given an opportunity to submit a Final Revised Proposal. These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

8. SSEB Evaluation Report

The final SSEB evaluation report will be prepared and briefed to the SSA and the Contracting Officer. This report will include the final consensus rating for each criterion of each offer and documented facts and findings, which support the SSEB recommendation. The report will include an assessment of each offeror's ability to accomplish the requirement. Upon completion of the Final Source Selection Evaluation Board Report, the Chairperson will ensure that SSEB members prepare a detailed lessons-learned report prior to departing. The Chairperson of the SSEB will brief the Final SSEB Evaluation Report to the SSA.

9. Final Ranking

The successful offeror(s) will be selected from the combined results of the evaluation process. The SSA will make the final rankings for final selection process. This ranking will be in descending order from Highest rating to Lowest rating, of all offeror's in the final competitive range if established.

10. Selection Procedure

The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process and issue a Source Selection Decision Document supporting the selection. The SSA will review the final ranking and results of the evaluation process briefed to him/her by the Chairperson of the SSEB, of those offerors within the competitive range as well as consideration of price and review of all appropriate documents. If the SSA does not agree with the recommendation for award, documentation substantiating the decision shall be prepared by the SSA and return the evaluation to the SSEB for further action.

11. Award of Contract

11.1. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

11.2. The Government intends to award one (1) contract, not to exceed a total amount of \$14.9 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Section L, M, and the Source Selection Plan, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a basic period of two (2) years with one option period of three (3) years.

11.3. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

12. Debriefing

12.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR 15.505 – Pre-award Debriefing of Offerors or FAR 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. “Day” for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

12.1.1. In accordance with FAR 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

12.1.2. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

12.1.2.1. The agency’s evaluation of significant elements of the offeror’s proposal;

12.1.2.2. A summary of the rationale for eliminating the offeror from the competition;

12.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

12.1.3. The pre-award debriefings shall not disclose

12.1.3.1. The number of offerors;

12.1.3.2. The identity of other offerors;

12.1.3.3. The content of other offerors proposals;

12.1.3.4. The ranking of other offerors;

12.1.3.5. The evaluation of other offerors;

12.1.3.6. Any of the information prohibited in FAR 15.506(e).

12.2. In accordance with FAR 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt if notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

12.3. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

12.3.1. The Government’s evaluation of the significant weaknesses or deficiencies in the offeror’s proposal, if applicable;

12.3.2. The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

12.3.3. The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

12.3.4. A summary of the rationale for award;

12.3.5. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

12.4. The debriefings shall not;

12.4.1. Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

12.4.2. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

12.4.2.1. Trade Secrets

12.4.2.2. Privileged or Confidential manufacturing processes or techniques;

12.4.2.3. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

12.4.2.4. The names of individuals providing reference information about an offeror's past performance.

12.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)